

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM418535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOOST WORLDWIDE, INC.		02/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS		
Street Address:	60 WALL STREET		
Internal Address:	16TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4688801	BOOST	
Registration Number:	3580958	BOOST	
Registration Number:	2952818	BOOST MOBILE	
Serial Number:	86696997	BOOST MOBILE	
Registration Number:	4959609	BOOSTTV	
Registration Number:	3693639		
Registration Number:	3492549		
Registration Number:	3492551		
Registration Number:	2936743	RE-BOOST	
Registration Number:	3353665	RE-BOOST	
Registration Number:	2951074	WHERE YOU AT?	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	GENEVIEVE DORMENT, ESQ.		

CH \$290.00 4688801

Address Line 1:	SIMPSON THACHER & BARTLETT LLP
Address Line 2:	425 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1490
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NAME OF SUBMITTER:	Genevieve Dorment
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SIGNATURE:	/gd/
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DATE SIGNED:	03/06/2017
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Total Attachments: 5

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GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 3, 2017 is made by BOOST WORLDWIDE, INC., a Delaware corporation (the "Grantor"), located at 6200 Sprint Parkway, Overland Park, KS 66251, in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Trustee (in such capacity, the "Collateral Trustee") under the Collateral Trust Agreement, dated as of February 3, 2017 (the "Collateral Trust Agreement"), among, inter alia, Grantor, Sprint Communications, Inc., the Collateral Trustee and various Holder Representatives.

WITNESSETH:

WHEREAS, pursuant to various Secured Instruments certain Secured Parties have made extensions of credit and other accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Collateral Trust Agreement, the Grantor has executed and delivered a Security Agreement, dated as of February 3, 2017, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has (x) pledged and granted to the Collateral Trustee, for the benefit of the First Priority Secured Parties, a continuing security interest in all Intellectual Property, including its Trademarks and (y) pledged and granted to the Collateral Trustee, for the benefit of the Junior Priority Secured Parties, a continuing security interest in all Intellectual Property, including its Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Secured Parties to enter into their respective Secured Instruments and to induce the Secured Parties to make their respective extensions of credit or other accommodations to the Grantor thereunder, the Grantor hereby agrees with the Collateral Trustee, for the applicable ratable benefit of the First Priority Secured Parties and Junior Priority Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Trust Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest to First Priority Secured Parties. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed on Schedule A hereto (the "Collateral"), to the Collateral Trustee for the benefit of the First Priority Secured Parties to secure payment, performance and observance of the First Priority Secured Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Assets.

SECTION 3. Grant of Security Interest to Junior Priority Secured Parties. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and

interest in, to and under the Collateral to the Collateral Trustee for the benefit of the Junior Priority Secured Parties to secure payment, performance and observance of the Junior Priority Secured Obligations.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Trustee for the benefit of the First Priority Secured Parties and Junior Priority Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Trustee and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee and the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Trust Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BOOST WORLDWIDE, INC.,
as Grantor

By:



Name: Janet M. Duncan

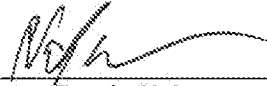
Title: Vice President and Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
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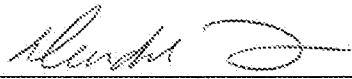
DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Trustee

By:



Name: Randy Kahn
Title: Vice President

By:



Name: Deirdre Lewis
Title: Vice President

Schedule A

U.S. Trademark Registrations and Applications

OwnerName	TrademarkName	Status	AppNumber	RegNumber	FileDate	RegDate
Boost Worldwide, Inc.	BOOST	Registered	86367225	4688801	14-Aug-14	17-Feb-15
Boost Worldwide, Inc.	BOOST	Registered	76977119	3580958	3-Jul-02	24-Feb-09
Boost Worldwide, Inc.	BOOST MOBILE	Registered	76977033	2952818	12-Oct-01	17-May-05
Boost Worldwide, Inc.	BOOST MOBILE + RAMP DESIGN	Pending	86696997		17-Jul-15	
Boost Worldwide, Inc.	BOOSTTV	Registered	86742886	4959609	31-Aug-15	17-May-16
Boost Worldwide, Inc.	NEW RAMP LOGO DESIGN	Registered	77489307	3693639	3-Jun-08	6-Oct-09
Boost Worldwide, Inc.	RAMP LOGO DESIGN (B&W)	Registered	77-420027	3492549	12-Mar-08	26-Aug-08
Boost Worldwide, Inc.	RAMP LOGO DESIGN (COLOR- ORANGE)	Registered	77420035	3492551	12-Mar-08	26-Aug-08
Boost Worldwide, Inc.	RE-BOOST	Registered	76-977014	2936743	10-Oct-02	29-Mar-05
Boost Worldwide, Inc.	RE-BOOST	Registered	78-727338	3353665	5-Oct-05	11-Dec-07
Boost Worldwide, Inc.	WHERE YOU AT? (STYLIZED)	Registered	76-563230	2951074	4-Dec-03	17-May-05